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BELLSOUTH

1600 Williams Street, Suite 5200
Columbia, South Carolina 29201

November 1, 2005

Mr. Douglas Pratt
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Time Warner Cable Information Services (South Carolina), LLC pursuant to Sections 251 and 252 of the Telecommunications Act of 1996
Docket No. 97-383-C

Dear Mr. Pratt:

Pursuant to Sections 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc. ("BellSouth") and Time Warner Cable Information Services (South Carolina), LLC ("TWTC") submit to the South Carolina Public Service Commission their interconnection agreement for, among other things, the interconnection of their networks, the unbundling of specific network elements and the resale of BellSouth's telecommunications services. The agreement was negotiated pursuant to Sections 251 and 252 of the Act and also may contain terms and conditions for products and services voluntarily agreed to by the parties outside the scope of Sections 251 and 252 of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and TWTC within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement. The effective date of this agreement is September 23, 2005 and it expires on February 21, 2006.

As a courtesy, a copy of this agreement is being provided to the Office of Regulatory Staff.

Very truly yours,

s/C. Lesley Addis

Enclosures

cc : James E. McDaniel
Rena N. Grant
600799

BELLSOUTH[®] / CLEC Agreement

Customer Name: Time Warner Cable Information Services (South Carolina), LLC

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By and Between

BellSouth Telecommunications, Inc.

And

**Time Warner Cable Information Services (South
Carolina), LLC**

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Time Warner Cable Information Services (South Carolina), LLC ("TWCIS SC"), a Delaware Limited Liability Company on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, TWCIS (SC) has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and Time Warner Telecom dated February 22, 2003 for the state of South Carolina.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, TWCIS (SC) and BellSouth hereby agree as follows:

1. TWCIS (SC) and BellSouth shall adopt in its entirety the Time Warner Telecom Interconnection Agreement dated February 22, 2003 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The Time Warner Telecom Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	4
Time Warner Agreement	571
Amendment dated 8/11/03	4
Amendment dated 10/15/03	3
Amendment dated 5/14/04	108
Amendment dated 8/6/04	2
Amendment dated 6/21/05	8
TOTAL	700

2. In the event that TWCIS (SC) consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of TWCIS (SC) under this Agreement.

3. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth above and shall expire as set forth in section 2.1 of Time Warner Telecom Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2.1 of the Time Warner Telecom Interconnection Agreement, the effective date shall be thirty (30) days following the date of the last signature of both Parties.

4. TWCIS (SC) shall accept and incorporate any amendments to the Time Warner Telecom Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, Alabama 35203

and

ICS Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Time Warner Cable Information Services (South Carolina), LLC
Julie Patterson
VP & Chief Counsel-Telephony
290 Harbor Drive
Stamford, CT 06902

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

General Terms and Conditions
Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: 

for Name: Kristen E. Rowe

Title: Director

Date: 8/24/05

**Time Warner Cable Information
Services (SC), LLC**

By: 

Name: Carl Rossetti

Executive Vice President - Corporate
Title: Development/Voice

Date:

Time Warner Cable (SC) Adoption of TWTC (SC)